

Terms and Conditions

Moss Lane landscape and garden design

DEFINITIONS

‘The Client’, ‘You’, ‘Your’ shall mean the person, firm or company who requests design and/or associated works from Moss Lane landscape and garden design. The Client shall be responsible for all payments to the Contractor unless otherwise notified in writing prior to commencement. ‘The Contractor’, ‘I’, ‘We’ shall mean Moss Lane landscape and design, and approved sub-contractors as instructed by the Project Manager to which these terms and conditions apply. The Contractor will be responsible to the Client for works as described in the specification attached. ‘Project Manager’, ‘I’, ‘We’ means D Griffett, Director of Moss Lane landscape and garden design, who shall oversee all aspects of the design works. Quotation means the written estimate provided by the contractor for completion of the design. ‘Site’ means the location where the works are to be performed by the Contractor. Specification means the documents including detailed plans and/or drawings describing the works provided by the Contractor. These include but are not limited to: Design Brief; Landscape Design; Planting Plan. Works means the design to be carried out by the Contractor in accordance with the Specification. Nothing in these Terms and Conditions shall affect the Client’s Statutory Rights as a consumer.

1. INITIAL CONSULTATION After enquiry from the Client, the Moss Lane landscape and design will provide an initial consultation at the Site. This meeting enables You to discuss your ideas, requirements and expectations for your project. I will make comprehensive notes that will form the basis of the Quotation and Specification documents. There is no charge for the Initial Consultation when choosing the Planting design or Full garden design packages

2. DESIGN FEES & PAYMENT SCHEDULES After the Initial Consultation the Contractor will provide a Design Quotation for our design services, costs and payment schedule. Quotations will remain open for acceptance for 21 days. The Design Quotation is based on the Contractor’s best assessment of the time it will take to carry out the design services requested. If I find it will take more hours than estimated to complete the design services, these hours will be chargeable to the Client but will not be worked nor charged for without consulting you first and receiving your agreement to proceed. Fees described in the Design Quotation may be charged at an hourly rate (£35 per hour) or a fixed amount as specified. We will require written confirmation (email or postal letter) that you accept the Design Quotation and these Terms and Conditions before we proceed with any design services.

3. DESIGN PROCESS An accurate scale survey of the site is required to produce the design. Small, straightforward gardens can be surveyed by the Designer and one other.

For larger or more complex gardens, a specialist land surveyor may be required which We can arrange or make a recommendation of a service provider if the Client prefers. If the Client directly instructs a surveyor, the contract between the two parties, including fees and payment terms will be entirely separate to Your contract with Moss Lane landscapes and garden design. A Design/Client Brief document will be created outlining the Client's requirements as discussed at the Initial Meeting. This document forms the basis of the Design documents. The Design/Client Brief will be sent to the Client for completion. Any required additions or amendments can be made by the Client on this document before signing and returning to the Contractor. The Landscape Design will be produced according to the information contained within the design/client brief and site survey. Upon completion this will be presented to the Client for approval. Should the client require any further additions or amendments these will be charged at an hourly rate (£35 per hour) or a fixed amount as specified. A Planting Plan specifies the variety, number and location of plants to be used within the Landscape Design. Plants are selected for their form, function and suitability for the Site. The Contractor will produce a planting plan at the request of the Client. The Contractor accepts no responsibility for the viability of any plants requested by the Client that are unsuitable for the Site conditions. Additional site visits and virtual meetings at the Client's request will be charged at an hourly rate (£35 per hour), and/or plus travel (charged at 45p per mile).

4. Construction

The build of the design will be carried out by your own Contractor. We are happy to recommend or work alongside one chosen by yourselves. We will provide the designs and technical drawings to the chosen contractor and ensure they are clear on the design details and what is being achieved. We will attend site during the build process to ensure the build is true to the design. If you would like us to Project manage then this will be charged at an hourly rate (£35 per hour) plus travel (charged at 45p per mile).

5. Planting

Plants and/or trees that are supplied by the Client will remain the sole responsibility of the Client and are not covered by these terms. If you would like Moss Lane landscape and design to source the plants in circumstances of plant non-availability, substitutes may be used at the discretion of the Contractor. All substitutes will be similar in colour and/or form and/or maintenance requirements to achieve the overall aesthetic as laid out in the Specification. The Contractor will liaise with the Client on any changes where possible. If substitute plants are more expensive than the plants detailed in the Specification, then the Client shall be liable to cover this cost. Any difference in the cost of substitute plant(s) will be reflected in the interim or final invoice. We will do our best to plant as laid out in the design Specification, however if planting is attempted and deemed not possible due to, including but not limited to, underground obstructions, inappropriate planting conditions or roots, we will discuss this with the Client. If you

would like Moss Land landscape and garden design to lay out the planting in accordance with the planting plan an hourly rate (£35 per hour) plus travel (charged at 45p per mile) will be applied.

The value of any claim made against this Contract shall be limited to the value of the agreed works and values contained and described within the Quotation. This Contract and Terms and Conditions are governed by the Law of England. It is important that the Client reads and understands the Terms and Conditions that apply to the Contract prior to agreeing to work.